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COURT OF APPEAL, FOURTH APPELLATE DISTRICT

DIVISION ONE

STATE OF CALIFORNIA

PO-HAI TANG, Plaintiff and Appellant, v. CS CLEAN SYSTEMS AG, Defendant and Respondent.	D052943 (Super. Ct. No. 37-2007-00056997-CU-BT-NC)

APPEAL from an order of the Superior Court of San Diego County, Lisa Guy-Schall, Judge. Affirmed.

Po-Hai Tang appeals from an order granting the motion of CS Clean Systems AG (CSAG) to quash service of summons and set aside an entry of default and default judgment obtained by Tang in his lawsuit against CSAG. Tang asserts that the trial court erroneously concluded that CSAG, a German corporation, was not properly served with summons via service on CSAG's subsidiary in California, CS Clean Systems, Inc. (CSI).

We reject his argument and affirm the order quashing service of summons and setting aside the entry of default and default judgment.

FACTUAL AND PROCEDURAL BACKGROUND

CSAG is a German corporation headquartered in Germany that develops, manufactures, and sells equipment and materials for the semiconductor industry. ICS Technology Co., Ltd. (ICS) is a Taiwanese corporation that distributed CSAG's products in Taiwan. In July 2007, Tang was terminated from his employment in Taiwan as a general manager for ICS. Tang believed that CSAG wrongfully persuaded ICS to terminate him. In October 2007 Tang filed a lawsuit against CSAG alleging interference with contractual relations, inducing breach of contract, interference with prospective and economic advantage, and negligent hiring, supervision, and retention of a CSAG employee.

Tang did not serve the summons for his lawsuit on CSAG in Germany, but instead served it on CSAG's subsidiary, CSI, in California. CSI, a Nevada corporation headquartered in California, is the exclusive distributor for CSAG's products in the United States. The summons was personally delivered on October 28, 2007, to Samson Yee, CSI's agent for service of process and chief financial officer.

By letter dated November 27, 2007, Yee informed Tang that he was an employee of CSI; that he was not an officer, director, employee or agent of CSAG; and that he was not authorized to accept service on behalf of CSAG.

Receiving no response from CSAG, on November 28, 2007, Tang mailed a copy of a request for entry of default to CSAG's headquarters in Germany. On November 30,

2007, Tang obtained entry of default, and on February 14, 2008, obtained a default judgment against CSAG.

In March 2008, CSAG moved to quash service of summons, set aside the entry of default and default judgment, and to dismiss the action for lack of personal jurisdiction.[1] CSAG contended the default was void because the summons had not been properly served. CSAG argued that under California law service on a subsidiary did not constitute service on the parent corporation, and it had not been served in compliance with the Hague Convention procedures.[2] CSAG also moved to dismiss the action on the grounds that CSAG did not have the requisite minimum contacts with California and it was constitutionally unreasonable to exercise jurisdiction in California. Alternatively, CSAG asserted that the action should be dismissed on the grounds of inconvenient forum.

To support its motions, CSAG submitted declarations stating that it did not do business and did not maintain any office, agency, or representative in California; it did not have an authorized or designated agent for service of process in California; and it did not conduct any advertising, solicitation, service, or financial activities in California. CSAG stated that its subsidiary CSI was a separate corporation that purchased

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1 For convenience, we shall generally refer to the entry of default and default judgment simply as "the default."

2 The Hague Convention refers to the Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters, Nov. 15, 1965, 20 U.S.T. 361, T.I.A.S. No. 6638.

CSAG products in Germany, and that CSI was responsible for importing, marketing, distributing, and servicing the products in the United States. CSAG claimed that all corporate formalities were strictly observed to maintain the separate legal existence of the two entities; CSAG did not exercise day-to-day control over CSI; and CSAG had not given CSI authority to accept service of process for CSAG. Further, CSI chief financial officer Yee, who had been served with the summons, was not an officer, director, employee, or agent of CSAG.

Opposing CSAG's motions, Tang asserted that it was proper to serve CSI and to maintain the lawsuit in California. Tang contended that service on CSI was permissible because CSI was CSAG's subsidiary, and there was such a close relationship between the two companies that service on CSI was reasonably calculated to give CSAG actual notice. Tang submitted information showing that CSAG owned 100 percent of CSI, and the two corporations shared common officers and used the same Internet Web site and email server.[3] Tang asserted that CSI's purpose was to operate CSAG's business enterprise in the United States, and Yee would likely deliver the complaint to CSAG

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[3] Regarding common officers, Tang submitted information from the Secretary of State offices for California and Nevada identifying CSAG chief financial officer Franz Demmler as CSI's chief executive officer and director, and identifying CSAG chief operating officer Walter Holzinger as CSI's president and secretary. In response, CSAG stated that the Secretary of State offices had incorrect information, and that the correct information (which had now been provided to the California and Nevada secretaries of state) was that only Holzinger was a CSI officer, serving as its chief executive officer and president, and that Demmler merely served on its board of directors. CSAG stated that Holzinger was not involved in CSI's day-to-day operations.

officers given his high-ranking role in CSI as agent for service of process, treasurer, chief financial officer, and application engineering manager.[4]

The trial court granted CSAG's motion to quash service of process and to set aside the default, ruling that under California law service on a subsidiary did not suffice, and Tang was required to serve CSAG under the Hague Convention. The court declined to rule on the remaining issues concerning personal jurisdiction unless and until CSAG was served under the Hague Convention.

On appeal, Tang challenges the trial court's ruling that service on CSI was ineffective.

DISCUSSION

To acquire personal jurisdiction over a foreign corporation, two requirements must be met: (1) the corporation must be properly served, and (2) the corporation must have sufficient contacts with the forum state. (*Sims v. National Engineering Co*. (1963) 221 Cal.App.2d 511, 513; *F. Hoffman-La Roche, Ltd. v. Superior Court* (2005) 130 Cal.App.4th 782, 795; *Dill v. Berquist Construction Co*. (1994) 24 Cal.App.4th 1426, 1439-1440, & fn. 13 (*Dill*).) The trial court's ruling setting aside the default was based on its ruling that CSAG had not been properly served. The trial court did not rule on

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4 Tang submitted additional information to support his arguments that CSAG had sufficient contacts with California to establish jurisdiction and that California was a reasonable and appropriate forum for the litigation. The trial court confined its ruling to the service of process issue; accordingly, we need not summarize this additional information.

whether there where sufficient contacts to permit the lawsuit to be maintained in California. Accordingly, our review is confined to whether CSAG was properly served.

Service of summons on a defendant must be made in accordance with statutory requirements. (Code Civ. Proc.,[5] § 473, subd. (d); *Ellard v. Conway* (2001) 94 Cal.App.4th 540, 544; *Renoir v. Redstar Corp*. (2004) 123 Cal.App.4th 1145, 1152.) A default entered against a defendant who was not properly served with summons may be attacked as void. (*Ellard, supra,* at p. 544; *Dill, supra,* 24 Cal.App.4th at p. 1444; *Gibble v. Car-Lene Research, Inc*. (1998) 67 Cal.App.4th 295, 301 & fn. 3.)

If a plaintiff serves a foreign defendant in California, the service is valid if it complies with California's service of process statutes governing service on foreign defendants. (*Khachatryan v. Toyota Motor Sales, U.S.A., Inc.* (C.D. Cal. 2008) 578 F.Supp.2d 1224, 1228 (*Khachatryan*); *Gray v. Mazda Motor of America, Inc.* (C.D. Cal. 2008) 560 F.Supp.2d 928, 930-931; see *Volkswagenwerk Aktiengesellschaft v. Schlunk* (1988) 486 U.S. 694, 700-708.) However, if the foreign defendant cannot properly be served in California under the relevant California statutory provisions and service must occur abroad, then the service must comply with Hague Convention procedures if the defendant's country is a signatory. (§ 413.10, subd. (c); *Volkswagenwerk Aktiengesellschaft v. Schlunk, supra,* 486 U.S. at pp. 700-708; see *Denlinger v. Chinadotcom Corp*. (2003) 110 Cal.App.4th 1396, 1398-1399; *Kott v. Superior Court*

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5 Subsequent statutory references are to the Code of Civil Procedure unless otherwise specified.

(1996) 45 Cal.App.4th 1126, 1135-1136.)

In *Volkswagenwerk Aktiengesellschaft v. Schlunk*, the United States Supreme Court held that service on a foreign corporation was permissible in the forum state because it was authorized by the forum state's law, and the Hague Convention was not triggered because the forum state did not require service abroad for that particular defendant. (*Volkswagenwerk Aktiengesellschaft v. Schlunk, supra,* 486 U.S. at pp. 700-708 [service on defendant German corporation via service on its subsidiary in Illinois was effective because service was authorized by Illinois law].) As explained by the high court, "Where service on a domestic agent is valid and complete under both state law and the Due Process Clause, our inquiry ends and the [Hague] Convention has no further implications. . . . The only transmittal to which the [Hague] Convention applies is a transmittal abroad that is required as a necessary part of service." (*Id*. at p. 707.)

Accordingly, if Tang's service on CSAG via service on CSI was authorized under California's service of process statutes, it was not necessary to effectuate service under the Hague Convention. (See, e.g., *Khachatryan, supra,* 578 F.Supp.2d at pp. 1226-1228 [service on defendant Japanese corporation via service on its California subsidiary that operated as general manager was effective because service was authorized under California law]; *Gray v. Mazda Motor of America, supra,* 560 F.Supp.2d at pp. 930-931 [same]; see also *Daewoo Motor America, Inc. v. Dongbu Fire Insurance Company, Ltd*. (C.D. Cal. 2001) 289 F.Supp.2d 1127, 1130 [in deciding whether Hague Convention must be used, "the internal law of the forum determines whether there is an occasion for service abroad as a threshold question"]; *Wissmiller v. Lincoln Trail Motorsports, Inc*.

(Ill. Ct. App. 1990) 552 N.E.2d 295, 299-300 ["The Hague Convention applies only where process is actually served in a foreign country. Where service is properly effected in the forum nation, the Convention is wholly inapplicable"].)

Tang points out that the trial court's statements at the hearing on CSAG's motion suggest that the court believed a foreign defendant must *always* be served under the Hague Convention first, even if the forum state's laws permit service on the foreign defendant in the state. As shown by our analysis above, to the extent the trial court based its ruling on this view of the law, it was incorrect.

However, we review the trial court's ruling, not its reasoning, and affirm if the ruling is legally correct even if based on erroneous grounds. (*Mike Davidov Co. v. Issod* (2000) 78 Cal.App.4th 597, 610.) Because Tang did not serve CSAG in Germany under the Hague Convention procedures, the question before us is whether the service in California was valid under California's statutory procedures governing service on foreign corporations. If the service on CSAG was not valid under California law, the trial court properly set aside the default as void. (See *Ellard v. Conway, supra*, 94 Cal.App.4th at p. 544.) When evaluating whether service was proper, we apply the substantial evidence standard to the extent the facts are in conflict, and otherwise review the issue de novo. (See *F. Hoffman-La Roche, Ltd. v. Superior Court, supra,* 130 Cal.App.4th at p. 794; *Sims v. National Engineering Co. supra,* 221 Cal.App.2d at p. 513.) Here, the facts relevant to service are essentially undisputed, and accordingly we review the matter de novo.

When the defendant is a corporation, service must be effectuated on an individual specified in the relevant statutes who serves as the corporation's representative. (See *Dill*, *supra*, 24 Cal.App.4th at p. 1435; Judicial Council of Cal. com., reprinted at 14B West's Ann. Code Civ. Proc. (2004 ed.) foll. § 416.10, p. 111.) Section 416.10 provides that summons may be served on a corporation by delivery (1) to a person designated as agent for service of process or authorized to receive service of process, (2) to specified corporate officials or to the general manager of the corporation, or (3) as provided in Corporations Code section 2110.[6] Corporations Code section 2110 provides that summons may be served on a foreign corporation by delivery to any officer of the corporation or its general manager in California, or to any person designated by the corporation as agent for service of process.

It is undisputed that Yee, who is CSI's agent for service of process, is not an officer of CSAG or a person designated or authorized by CSAG as agent for service of process. However, Tang asserts that service on CSI was statutorily authorized because CSI qualifies as a general manager for CSAG in California.[7] He also raises a variety of other arguments to support his challenge to the trial court's order, including that (1)

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6 The corporate officials specified in section 416.10 are "the president, chief executive officer, or other head of the corporation, a vice president, a secretary or assistant secretary, a treasurer or assistant treasurer, [and] a controller or chief financial officer . . . ." (§ 416.10, subd. (b).)

7 CSAG contends that the general manager issue is waived on appeal. Tang raised the general manager issue at the hearing before the trial court, but the trial court declined to rule on it because it had not been explicitly raised in Tang's opposition papers. Tang's opposition papers argued that service on CSI was sufficient because of CSI's subsidiary

service was proper under the representative services doctrine; (2) service was proper because CSI is CSAG's closely-related subsidiary; and (3) service was proper because it is likely CSAG received actual notice. We address each of these arguments in turn.

General Manager Status

As noted, service of summons may be made on a corporation's general manager, including a general manager in California on behalf of a foreign corporation. (§ 416.10; Corp. Code, § 2110.) A general manager is a person who has general direction and control of the corporation's affairs, and who may do everything which the corporation may do in the transaction of its business. (*Bakersfield Hacienda, Inc. v. Superior Court* (1962) 199 Cal.App.2d 798, 804.) The person must be of sufficient character and rank to make it reasonably certain the defendant will be apprised of the service. (*Cosper v. Smith & Wesson Arms Co*. (1959) 53 Cal.2d 77, 83 (*Cosper*); *Gibble v. Car-Lene Research, Inc., supra*, 67 Cal.App.4th at p. 313.) General manager status is not confined to individuals who work for the defendant, but may also in appropriate circumstances apply to distinct business entities that in effect manage the defendant's business affairs in California. (See *Cosper*, *supra*, 53 Cal.2d at p. 84.) For reasons we shall explain, we conclude that neither CSI nor Yee qualify as CSAG's general manager in California for purposes of Tang's lawsuit concerning operations in Taiwan.

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status and the close relationship between the two entities. Given that Tang orally raised the general manager issue before the trial court, we conclude the general manager issue has been adequately preserved for review on appeal and that we may consider it because the essential facts are not in dispute.

California courts have bestowed general manager status on business entities conducting business operations in California that the foreign corporation would otherwise be doing with its own agents. (*Cosper, supra*, 53 Cal.2d at p. 84; *Brown v. Birchfield Boiler, Inc*. (1964) 226 Cal.App.2d 487, 492; *Overland Machined Products, Inc. v. Swingline, Inc*. (1964) 224 Cal.App.2d 46, 49.) The California Supreme Court has underscored that the facts of the particular case must be examined to determine whether it is proper to extend the general manager concept in this fashion, stating, "Whether in any given case, the person served may properly be regarded as within the concept of the [general manager] statute depends on the particular facts involved." (*Cosper, supra*, 53 Cal.2d at p. 83.)

In *Cosper*, the court evaluated whether a plaintiff who filed a personal injury complaint alleging defects in a gun manufactured by a Massachusetts corporation had properly served the Massachusetts corporation by serving a California company that operated as the manufacturer's representative in California. (*Cosper, supra,* 53 Cal.2d at pp. 79-81.) The *Cosper* court held that under the circumstances before it the California company qualified as a general manager for purposes of service of process. (*Id*. at pp. 83-84.) Although the Massachusetts corporation had no financial interest in or control over the California company and the California company promoted the gun sales on a nonexclusive basis, the court concluded that service was proper under circumstances where: (1) the California company advertised the guns, investigated and recommended prospective dealers to the Massachusetts company, serviced the dealer accounts, and handled and reported complaints about defects in the guns; (2) the California company's

promotional activities, from which it earned commissions, ensured regular contact with the Massachusetts corporation; (3) the California company's selling and advertising activities gave the Massachusetts corporation all the business advantages it would have enjoyed with its own agents; and (4) the gun was sold in California and the accident occurred in California to a California resident from alleged defects in the Massachusetts corporation's products. (*Id*. at pp. 80-84.)

Other courts have followed *Cosper* and concluded a California business entity should be deemed a foreign corporation's general manager under circumstances similar to those in *Cosper*. (See, e.g., *Brown v. Birchfield Boiler, Inc.*, *supra*, 226 Cal.App.2d at pp. 488-493 [California company that was exclusive territorial representative for sale and installation of Washington corporation's product was general manager for purposes of service of summons in lawsuit alleging personal injuries occurring in California from product]; *Overland Machined Products, Inc. v. Swingline, Inc*., *supra*, 224 Cal.App.2d at pp. 47-49 [California affiliate that was set up to sell New York corporations' product was general manager for purposes of service of summons in lawsuit alleging that New York corporations breached contract for manufacture of the product in California by the plaintiff]; *Sims v. National Engineering Co.*, *supra*, 221 Cal.App.2d at pp. 512-515 [California distributor that was exclusive sales agent for Illinois corporation's product was general manager for purposes of service of summons in lawsuit alleging injury to employee in California caused by product sold by California distributor to plaintiff's California employer].)

Unlike the circumstances in these cases, the undisputed facts here show that neither CSI nor Yee had management responsibilities vis-à-vis the operations at issue in Tang's lawsuit. CSI purchases products from CSAG and then sells these products in California. Tang's lawsuit alleges injury arising from his termination from employment in Taiwan from a Taiwan company that sold CSAG products. CSI has no involvement with the Taiwan corporation's products or employment practices. Although CSI could arguably be deemed CSAG's general manager for service of process if Tang's lawsuit involved *termination from CSI in California*, CSI cannot reasonably be deemed CSAG's general manager for service of process for a lawsuit involving *termination from a corporation in Taiwan*. The alleged injury occurred in Taiwan and involved an employment relationship with which CSI had no connection. Under these circumstances, involving alleged injury from operations that are divorced from the operations that CSI *does* manage for CSAG (i.e., the sale of CSAG products in California), CSI cannot properly be characterized as a general manager over CSAG's operations for purposes of service of process in Tang's lawsuit.

The same conclusion applies to Yee as an individual. Yee's role in CSI had nothing to do with management of the operations of the Taiwanese corporation from which Tang was terminated. Although Tang submitted information showing that Yee provided technical support to a CSAG subsidiary in China, there was no evidence

showing that Yee had *management* responsibilities over that subsidiary or over ICS in Taiwan.[8]

Representative Services Concept

Tang also cites the representative services doctrine to support service on CSI. Using a criteria similar to that used for the extension of the general manager concept to distinct business entities, the representative services doctrine applies to give a court jurisdiction over a foreign parent corporation when "the foreign corporation permitted [its] subsidiary to perform acts in the forum state that the parent would otherwise have had to perform itself as a part of the parent's expected business operations." (*Sonora Diamond Corp. v. Superior Court* (2000) 83 Cal.App.4th 523, 542-543; *F. Hoffman-La Roche, Ltd. v. Superior Court, supra*, 130 Cal.App.4th at p. 798.) Although there is overlapping criteria between the general manager and representative services concepts, the latter pertains to the aspect of personal jurisdiction that concerns the sufficiency of the contacts between the foreign corporation and the forum state, not the aspect of personal jurisdiction that concerns service on the foreign corporation. (See *Sonora Diamond Corp., supra,* 83 Cal.App.4th at p. 536; *F. Hoffman-La Roche, Ltd. v. Superior Court,*

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8 We note that in the California decisions affording general manager status to a California business entity so as to allow service on behalf of a foreign corporation, the courts decided *both* the service and the contacts aspects of personal jurisdiction. (See, e.g., *Cosper, supra*, 53 Cal.2d at pp. 79-84*; Brown v. Birchfield Boiler, Inc., supra,* 226 Cal.App.2d at pp. 488-493; *Overland Machined Products, Inc. v. Swingline, Inc., supra*, 224 Cal.App.2d at pp. 47-49; *Sims v. National Engineering Co., supra*, 221 Cal.App.2d at pp. 512-515.) Here, however, the trial court did not rule on the contacts component of personal jurisdiction, and our holding on the general manager issue is not meant to express an opinion regarding the sufficiency of CSAG's contacts for personal jurisdiction.

supra, 130 Cal.App.4th at p. 795.) Accordingly, the representative services doctrine is not relevant to the issue before us.

Subsidiary Status

Tang asserts that service on CSI was sufficient because CSI is CSAG's subsidiary and CSI has a close relationship to CSAG. California has no express statutory provision providing that service of summons on a foreign corporation may be made by delivery to the corporation's subsidiary in California. (See Weil & Brown, Cal. Practice Guide: Civil Procedure Before Trial (The Rutter Group 2008) ¶ 4:320, p. 4-51.) Because there is no statutory authorization for service on a subsidiary, federal courts, applying California law, have concluded that subsidiary status cannot create effective service on the foreign parent corporation. (*Gravely Motor Plow & Cultivator Co. v. H.V. Carter Co., Inc.* (9th Cir. 1951) 193 F.2d 158, 161; *Graval v. P.T. Bakrie & Brothers* (C.D. Cal. 1996) 986 F.Supp. 1326, 1330-1331, disapproved on other grounds in *Rio Properties, Inc. v. Rio Internat. Interlink* (9th Cir. 2002) 284 F.3d 1007, 1015-1016.) We agree with this conclusion to the extent it means subsidiary status *alone* is not sufficient. A subsidiary can qualify for effective service of process if it operates as a general manager for the parent corporation. (See *Khachatryan, supra,* 578 F.Supp.2d at p. 1227; *Gray v. Mazda Motor of America, Inc., supra,* 560 F.Supp.2d at p. 931.) As stated, neither CSI nor Yee can reasonably be deemed CSAG's general manager for purposes of service of process in Tang's lawsuit involving operations in Taiwan.

Further, the mere fact that CSAG and CSI have at least one overlapping corporate officer (see fn. 3, *ante*) does not alone render the service on CSI effective. Tang did *not*

serve an officer shared by CSAG and CSI, but rather served a person who was solely an officer of CSI. There is no statutory provision allowing such substituted service in the absence of general manager status. (§ 416.10; Corp. Code, § 2110.)

Tang contends that service on a subsidiary is implicitly authorized by sections 416.90 and 413.30. Section 416.90 states: "A summons may be served on a person not otherwise specified in this article by delivering a copy of the summons and of the complaint to such person or to a person authorized by him to receive service of process." The import of this provision is that when there is no law providing for service on a particular type of defendant, service may be accomplished by delivering a copy of the summons to the defendant or someone authorized by the defendant. (See, e.g., *Warner Bros. Records, Inc. v. Golden West Music Sales* (1974) 36 Cal.App.3d 1012, 1016; *Summers v. McClanahan* (2006) 140 Cal.App.4th 403, 411-412.) Section 416.90 is inapplicable here because the California service of process statutes *do* contain provisions specifying how to serve foreign corporations. Moreover, section 416.90 merely provides for delivery to the defendant or someone authorized by the defendant, and sheds no light on whether delivery to a subsidiary of a foreign corporation suffices.

Section 413.30 states: "Where no provision is made in this chapter or other law for the service of summons, the court in which the action is pending may direct that summons be served in a manner which is reasonably calculated to give actual notice to the party to be served and that proof of such service be made as prescribed by the court." Again, the section is inapplicable because the service of process statutes contain provisions on how to serve foreign corporations.

Actual Notice

Finally, Tang argues that service on CSI should be deemed effective because CSI's close relationship with CSAG was reasonably likely to result in notice to CSAG, and CSAG did not claim that it failed to receive actual notice of the lawsuit from CSI. In *Pasadena Medi-Center Associates v. Superior Court* (1973) 9 Cal.3d 773, 778, our high court directed that the statutory service of process provisions "'"should be liberally construed to effectuate service and uphold the jurisdiction of the court if actual notice has been received by the defendant, and in the last analysis the question of service should be resolved by considering each situation from a practical standpoint. . . ." The liberal construction rule . . . will eliminate unnecessary, time-consuming, and costly disputes over legal technicalities, without prejudicing the right of defendants to proper notice of court proceedings.'" Thus, substantial compliance with the statutory service procedures suffices, and service need not be ruled ineffective for mere technical deficiencies. (See *Dill, supra*, 24 Cal.App.4th at pp. 1436-1437; *Summers v. McClanahan, supra*, 140 Cal.App.4th at pp. 410-411; *Gibble v. Car-Lene Research, Inc., supra*, 67 Cal.App.4th at p. 313.)

Tang's service on CSI instead of CSAG did not amount to a mere technical deficiency; rather, it constituted a substantial deviation from the statutory procedures through substituted service on a business entity that was legally distinct from the defendant. As stated, this would have been permissible if CSI or Yee operated as CSAG's general manager in California for purposes of this lawsuit, but this conclusion is not supportable given that neither CSI nor Yee had management responsibilities over the

operations at issue in Tang's lawsuit. Regardless of whether CSI informed CSAG of the lawsuit, any such actual notice cannot create jurisdiction given Tang's failure to substantially comply with the statutory service procedures. (*Renoir v. Redstar Corp.*, *supra,* 123 Cal.App.4th at p. 1153; *Summers v. McClanahan*, *supra*, 140 Cal.App.4th at pp. 414-415.)

Our analysis and holding rejecting the effectiveness of the service of summons is not meant to express any opinion on the aspect of personal jurisdiction that requires a sufficient level of contacts between the foreign corporation and the forum state, a matter not ruled upon by the trial court.

DISPOSITION

The order quashing service of summons and setting aside the entry of default and default judgment is affirmed. Tang is ordered to pay CSAG's costs on appeal.

HALLER, Acting P. J.

WE CONCUR:

McINTYRE, J.

O'ROURKE, J.